

**AGREEMENT**

**Between**

**THE TOWNSHIP of FRANKLIN**

**And**

**THE FRANKLIN TOWNSHIP PUBLIC WORKS ASSOCIATION**

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## AGREEMENT

This agreement is made this 4th day of Oct ~~April~~ 2001, between the TOWNSHIP OF FRANKLIN, and the FRANKLIN TOWNSHIP PUBLIC WORKS ASSOCIATION. It is mutually agreed as follows:

### ARTICLE I - RECOGNITION

Franklin Township (hereinafter "Employer") hereby recognizes the Franklin Township Public Works Association (hereinafter "Association") as the exclusive representative for purposes of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for all Department of Public Work Employees employed by the Township, but excluding all managerial, executive or confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the public Employer-Employee Relations Act.

The designated Shop Steward will be responsible for the collective negotiations, grievance and arbitration issues, and adherence to general safety procedures. The day-to-day operation of the Public Works Department is the responsibility of the Certified Public Works Manager.

### ARTICLE II - GRIEVANCE AND ARBITRATION

1. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to assure efficiency and promote employee morale.

2. A grievance is hereby defined as any difference, which may arise between the Employer and the Association or between the Employer and any of its employees covered by this agreement, concerning the interpretation, application or compliance with the provisions of this agreement. A minimum of two (2) employees covered by this agreement <sup>shall</sup> ~~can~~ be present at any grievance procedure.

3. The procedure for settlement of grievances shall be as follows:

A. The aggrieved employee or employees and the shop steward shall present the grievance orally to the Department Head within fifteen (15) working days after the facts giving rise to the grievance have occurred, otherwise the grievance is waived.

B. If a satisfactory settlement of the grievance is not effected within three (3) working days, the Association shall present the grievance in writing as completed under step A within thirty (30) working days of the occurrence to the Township Committee and may arrange for a meeting with the Committee or Sub-committee for the purpose of reviewing the grievance, otherwise the grievance is waived. The committee shall furnish the Association with its written response to the grievance within ten (10) working days after receipt of the grievance or meeting, whichever is later.

C. If a grievance has not been satisfactorily resolved in step B hereof, the Association may, within five (5) working days following the written response under step B hereof, refer the matter to PERC for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this agreement.

1. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this agreement.

2. A decision of the arbitrator shall be final and binding on both parties and shall be reduced to writing with specific findings of fact and conclusions of law.

3. All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

4. The arbitrator shall hold the hearing at a time and place convenient to the parties.

5. In case involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

D. All of the time limits contained in this Article of the agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance shall constitute an abandonment of said grievance, or right to arbitration and settlement thereof. In the event the Employer fails to respond to the Association within the time limits set forth in the grievance procedure the Association shall have the right to automatically process the grievance to the next step.

### **ARTICLE III -NON-DISCRIMINATION**

1. The Employer and the Association agree that there shall be no discrimination against any Public Works Employee because of race, color, religion, sex, national origin or political affiliation.

2. The Employer and the Association agree that all Public Works Employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employees organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

### **ARTICLE IV -MANAGEMENT RIGHTS**

The Employer hereby retains and reserves itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by Laws and Constitution of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be deemed by the Employer.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Association after advance notice thereof, to the employees.

4. To hire, promote, transfer, discipline or terminate all employees, subject to the provisions of law.

5. To conduct semi-annual employee evaluations as follows:

- a. All monitoring or observation of the work performance of a Public Works employee shall be conducted openly and with the full knowledge of the employee to improve the operations of the Public Works Department.
- b. Evaluations shall only be conducted by the Certified Public Works Manager.
- c. An optional pre-evaluation meeting is permitted at any time prior to the writing of the evaluation or following any observation, if requested by the employee.
- d. The employee shall be provided a copy of any and all observations or evaluation reports prepared by the evaluator at least one (1) week prior

to a semi-annual review conference. The employee shall acknowledge receipt of the report on a separate form prepared for this purpose. If no conference is requested by the employee, the employee shall sign the observations and evaluation report within three (3) days after receipt of it and return it signed to the evaluator. If a conference is requested the observations and evaluation report shall be signed three (3) days after the conference and returned, signed to the evaluator. Such signature only indicates receipt of a copy of the report and there was a conference to discuss the report was held. The signature shall not be construed as agreement or disagreement with the contents of the report. Within ten (10) days following the conference, the employee has the right to submit his/her disclaimer of the observation or evaluation report, which shall be attached to all copies of the evaluation report.

- e. The employee shall be supplied a copy of any and all observations and evaluations placed in the personnel file of the employee, and shall have the opportunity within ten (10) days to submit his/her disclaimer of the observation or evaluation.
- f. The Association agrees that the content are subject to the grievance procedure contained in Article II.

## **ARTICLE V -HOLIDAYS**

1. There will be thirteen (13) paid holidays: New Years Day, Washington's Birthday, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

2. When a holiday falls on a Saturday or Sunday the employee may select either Friday or Monday, subject to the discretion of the Department Head.

3. An employee scheduled to work on a holiday will be entitled to substitute an alternate day of his choosing with the approval of the Department Head.

4. Each employee is allowed three (3) personal days per year. Personal days shall not be accrued from year to year, but must be used on an annual basis or lost.

#### **ARTICLE VI -VACATIONS**

1. Vacation accrues based on the date service actually begins. Vacation may not be used within the first six months of service. During the first three years of service vacation accrues at the rate of one-half (1/2) day per month, with a total of seven (7) days annually.

2. Beginning in the fourth year of service vacation is earned at one day per month with a total of fourteen (14) days annually.

3. Beginning in the sixth year of service one additional day of vacation accrues for each year of subsequently completed service not to exceed a maximum of thirty (30) days. (See Chart I, attached) .

4. Vacation will be coordinated and approved by the Department Head. vacation days will not accumulate from calendar year to year, and if not used will be lost.

5. Vacation time shall be taken in units of not less than half-days at the reasonable discretion of the supervisor.

#### **ARTICLE VII -SICK DAYS**

Employees who have worked less than one (1) year earn one(1) sick day per month of service with pay.

All other employees are entitled to twelve (12) paid sick days annually, with a maximum accumulation of ten unused days per calendar year. Previously accumulated days will be the first days utilized each year. There shall be no limit to the maximum number of sick days an employee can accumulate. After twenty years of service any



employee may elect to be compensated for unused but accumulated days at the rate of twenty (20%) percent, provided that any employees hired before January 1, 1998, shall be eligible after ten years.

All absences due to personal illness or disability shall be reported immediately to the employee's Department Head. In all cases of reported illness or disabilities, the Employer reserves the right to send the employee for examination by the Employer's physician. When absence due to illness does not exceed three working days, the employee's statement of the cause will be accepted without a supporting statement from an attending physician. A written statement by an attending physician must certify any absence due to illness or disability in excess of three (3) working days. Before returning to duty, the Employer reserves the right to have the employee examined by the Employer's physician. Additionally, the Township reserves the right at its expense to request the employee to provide an attending physician's statement whenever the employee has utilized six (6) or more sick days in any thirty (30) day period or in an identifiable pattern.

#### **ARTICLE VIII -FUNERAL LEAVE**

In the event of a death in the employee's immediate family, or the death of a relative who resides with the employee, three (3) days leave of absence with pay and with an extension of up to two (2) additional paid days may be granted by the Employer. An employee's immediate family is defined as the employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, or any other blood relative of an employee residing in the employee's household at the time of death.

#### **ARTICLE IX -SALARY**

The starting salary scale will consist of six steps starting at \$14.00 per hour and advancing annually to a top step of \$19.00. As of December 1, 2000, the salaries for employees covered by the Agreement are as follows:

Year	Hourly Rate
1	\$14.00
2	15.00
3	16.00
4	17.00
5	18.00
6	19.00

Beginning January 1, 2001, and for every year of the Agreement, the salaries listed will be supplemented annually based on the Federal Cost of Living Adjustment for all wage earners plus 1.5% for the region including Easton, Pennsylvania, on an accumulating basis, up to an annual maximum of 5%. The supplemented salary schedule in this agreement shall be retroactive to January 1, 2001.

Due to adjustments for prior experience, the following base rates as of December 31, 2000 will be set for current staff:

Philip Wene	\$20.12
Frank Lorenzi	\$20.12
Charles D. Popinko	\$20.12

## ARTICLE X -HOURS OF WORK

The Employer agrees that forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, shall constitute a regular week's work, hereinafter called the work week, and employees shall be paid at the regular straight time rates of pay hereinafter provided. The normal hours of work shall be from 7:00 a.m. to 3:30 p.m. during which time the Employer shall allow a one half hour unpaid lunch period each work day, and shall allow one (1) fifteen (15) minute paid coffee break during each four (4) hour work period during the regular work day. This definition shall not be construed as a limitation of the number of hours of work, which the Employer may require.

The Employer agrees to the following "call in" guarantee:

- a. Minimum guarantee of two (2) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work outside his regular schedule from Monday through Friday.
- b. Minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work on Saturday, Sunday or a holiday.
- c. "Call in" guarantee shall not apply when employee is notified to report early on his regular schedule or is held over at the end of his regular schedule.
- d. "Call in" time starts when employee reports for work at the employer's premises or designated job site.
- e. The employer agrees that at the end of each work week there will be a published list of overtime.

## ARTICLE XI -OVERTIME

1. The Association recognizes the employer's need for the right to require a reasonable amount of overtime.

2. The schedule for working such overtime will be established by the Employer.

3. The Employer agrees that it will pay time and one half the regular straight time hourly rate for all authorized time actually worked:

a. In excess of forty (40) hours of work (exclusive of any lunch break) in the work week;

b. In excess of eight (8) hours of work (exclusive of any lunch break) in the work day;

c. For hours actually worked (exclusive of any lunch break) or guaranteed, whichever *is* applicable, on Saturday and Sunday.

4. Overtime pay on holidays (holidays as stated in this agreement) will be two (2) times the hourly rate of pay. In order to receive double time on Sunday, the employee must have worked eight (8) hours straight on Saturday. This means the employee must work six (6) consecutive days in order to receive double time on Sunday.

5. No overtime shall be worked or paid for unless first authorized by the supervisor in charge. The method of recording employee overtime will be as follows:

a. Overtime employee physically worked.

b. Overtime employee orally refused.

c. Overtime employee was too ill to work.

6. The employer will maintain a current list of overtime actually worked together with overtime charges in accordance with the above paragraph.

7. All available employees shall make every effort to work emergency overtime when requested, unless excused by the employer.

8. When overtime work involves snow plowing, employees shall be entitled to a one hour break between 8:00 p.m. and midnight for their supper meal; and one half hour paid break between midnight and 3:00 a.m. and between 3:00 a.m. and 7:00 a.m. for their midnight and breakfast break respectively.

9. Compensation time. Employees may accrue up to sixteen (16) hours of compensatory time in lieu of paid overtime. It shall be the decision of the employee to continue to maintain up to the sixteen (16) hour of comp-time in any given year by replacing time used by overtime worked.

## **ARTICLE XII -LONGEVITY PAY**

Longevity pay shall remain a flat rate as presently established in Ordinance 97-038, adopted April 3, 1997, unless revised by Ordinance.

## **ARTICLE XIII -CLOTHING ALLOWANCE**

1. The Employer shall provide uniforms for each employee.
2. The Employer shall provide cleaning of employee's uniforms at no expense to the employees.
3. The Employer shall provide each employee with the following items:
  - a. Steeltoe work boots, two (2) pair not to exceed a total of \$200.00 yearly. (Vouchers must be obtained and signed at time of purchase)
  - b. Work gloves
  - c. Rain Gear
  - d. Hard Hat
  - e. Hearing Protection
  - f. Safety Vests

4. The Employer shall replace only damaged personal items that are needed for the proper performance of the employee's work provided that it is determined by the supervisor that said damage occurred while the employee was working.

#### **ARTICLE XIV –HOSPITALIZATION-DENTAL**

The Employer shall enroll all permanent full time employees covered by this agreement under the Franklin Township current medical insurance plan.

The Employer shall also agree to provide up to \$300 per full-time employee and \$300 per member of their immediate family, as defined herein, for dental expenses for any calendar year as to reimbursement of dental expenses. The reimbursement shall be paid out at a rate not to exceed 75% of the incurred costs that are not reimbursed by any other insurance plans of the covered employee's family member. Proof of payment must be attached to any voucher submitted to Franklin Township seeking reimbursement for dental expenses.

#### **ARTICLE XV -VEHICLES**

Township vehicles are defined as all vehicles owned by the Township of Franklin. Township vehicles are available to Township officials and employees for the purpose of conducting official Township business, including attendance at educational and training seminars, conferences, meetings, etc. All employees are encouraged to use a Township vehicle when engaged in Township business. No personal vehicles shall be used for Township business without the prior written approval of the Department Head.

## **ARTICLE XVI -JOB DESCRIPTION**

The Employer will prepare and make available Description Sheets defining the principal functions of each job classification covered by this agreement and any new classification coming under this agreement.

## **ARTICLE XVII -LAYOFFS AND RECALL**

Whenever the Employer reduces the work force, the following procedure shall apply:

a. Employees shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within a three month period to perform the work to be done.

b. Notice of such layoffs will be given three (3) months before the scheduled layoff.

c. A laid off employee shall have preference for re- employment for a period of two (2) years.

d. The Employer shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three (3) month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an employee has an unexpired term of preference for re- employment who is ready, willing and able to be re-employed as provided under the provisions of this Article of the agreement.

e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

### **ARTICLE XVIII -DISABILITY PAY**

The Employer agrees to join the Temporary Disability Benefits Plan as defined by the Temporary Disability Benefits Law, N.J.S.A. 43:21-25 et seq.

### **ARTICLE XIX -RECYCLING AND CLEANUP**

Employees will be paid scale on a time and a half basis.

### **ARTICLE XX -JURY DUTY**

An employee who is called for jury duty shall be paid for up to two (2) weeks of jury duty. If during the period of service the employee is excused from court the employee shall then report for work. All compensation paid to the employee for the two (2) weeks of jury duty should be turned over to the Employer as received to reimburse the Employer for time out of work.

### **ARTICLE XXI -SEVERABILITY**

If any provisions of this agreement shall conflict with any law, or for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this agreement.



## ARTICLE XXII -FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, whether or not within the knowledge or contemplation of either or both of the parties at the time the negotiators signed this agreement.

## ARTICLE XXIII -TERM OF AGREEMENT

This agreement shall be effective commencing on January 1, 2001, and shall terminate on December 31, 2003.

IN WITNESS WHEREOF, this agreement is signed on

TOWNSHIP OF FRANKLIN

10/4/01 By: *Pat M. Demme* 10/4/01

Attested:

*Ursula V. Stryker* 10/4/01  
Ursula V. Stryker, Clerk

Franklin Twn. Public Works Association:

By: *P. W. Lane*

Witness:

*[Signature]*